

EXHIBIT A



COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

FERGUSON, LORI

V

NO. 2025-10496

LAKESHORE COMMUNITY SERVICES INC

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Erie County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: LORI FERGUSON, Pro Se

Self-Represented (Pro Se) Litigant

☐

Class Action Suit

☐

Yes

☒

No

MDJ Appeal

☐

Yes

☒

No

Money Damages Requested
☒
Commencement of Action:

Complaint

Amount in Controversy:

More than \$50,000

Case Type and Code

Contract:

Employment Dispute: Discrimination

Other:

IN THE COURT OF COMMON PLEAS
OF ERIE COUNTY, PENNSYLVANIA

LORI FERGUSON,
Plaintiff

v.

Case No.: 2025-

LAKESHORE COMMUNITY SERVICES,
INC.,
Responding Party

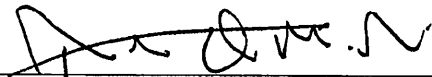
NOTICE TO DEFEND

TO: Lakeshore Community Services, Inc.
1350 West 26th Street
Erie, PA 16508

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED. BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYERS REFERRAL SERVICE
429 West 6th Street
Erie, Pennsylvania 16507
(814) 459-4411



Timothy D. McNair, Esquire
821 State Street
Erie, PA 16501
814-452-0700
814-454-5216

tmcnair@mcnairlaw.com

IN THE COURT OF COMMON PLEAS
OF ERIE COUNTY, PENNSYLVANIA

LORI FERGUSON,
Plaintiff

v.

LAKESHORE COMMUNITY SERVICES,
INC.,
Responding Party

Case No.: 2025-

COMPLAINT FOR
DISCRIMINATION IN VIOLATION
OF TITLE VII OF THE CIVIL
RIGHTS ACT OF 1964, AS
AMENDED AND THE
PENNSYLVANIA HUMAN
RELATIONS ACT

Filed on behalf of: Plaintiff

Counsel of Record:

Timothy D. McNair, Esquire
PA ID No.: 34304
tmcnair@mcnairlaw.com

McNair Law Offices, PLLC
821 State Street
Erie, PA 16501
Phone: (814) 452-0700
Fax: (814) 454-2371

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

LORI FERGUSON,
Plaintiff

v.

Case No.: 2025-

LAKESHORE COMMUNITY SERVICES,
INC.,
Responding Party

**COMPLAINT FOR DISCRIMINATION IN VIOLATION OF TITLE VII OF THE CIVIL
RIGHTS ACT OF 1964, AS AMENDED AND THE PENNSYLVANIA HUMAN
RELATIONS ACT**

NOW COMES Lori Ferguson, by counsel and for her Complaint against
Lakeshore Community Services, Inc., for violations of Title VII of the Civil Rights Act of
1964, as amended and the Pennsylvania Human Relations Act, as amended, respectfully
represents:

1. Plaintiff is Lori Ferguson, residing at Erie, Erie County, Pennsylvania.
2. Defendant is Lakeshore Community Services, Inc. ("Lakeshore"), a
Pennsylvania domestic nonprofit corporation maintaining its registered office and
principal place of business at 1350 West 26th Street, Erie, Erie County, Pennsylvania
16508. Upon information and belief, Lakeshore Community Services has more than one
hundred employees. Lakeshore is a private employer with fifteen or more employees in
an industry affecting interstate commerce.

3. Plaintiff was employed by Lakeshore Community Services for more than eight years as a direct support professional and supervisor. She is qualified for the position by virtue of her education, training, and experience.

4. During her employment with Lakeshore, Plaintiff was promoted on two occasions, given multiple raises, and received maximum bonuses based on performance.

5. During her employment at Lakeshore, Plaintiff was continuously subjected to sexual advances by Dwight Nelson, a weekend supervisor. Mr. Nelson's harassment consisted of frequent verbal comments concerning Plaintiff's appearance, requests for Plaintiff to engage in sexual activity, and offensive touching of Plaintiff. Mr. Nelson also harassed the Plaintiff with a steady stream of text messages and Facebook Messenger messages referring to his desire to have sexual relations with Plaintiff. This occurred on over one hundred occasions over a period of several years.

6. Mr. Nelson's conduct was severe and pervasive, created a work environment that was intimidating, hostile, or offensive, and would be so to any reasonable person, based on sex.

7. Mr. Nelson and Plaintiff's supervisor would frequently appear, unannounced, at the residential group home supervised by Plaintiff during times when Nelson was not scheduled to be working. On occasion, Nelson would go to the home where Plaintiff was working unaccompanied. Another nearby house operated by Lakeshore did not receive the same attention.

8. Plaintiff addressed Mr. Nelson directly on several occasions, informing him that his conduct was unwelcome and demanding that it stop.

9. Plaintiff had been authorized to use a vehicle belonging to Lakeshore for a brief period of time while her vehicle, which had been damaged in a collision, was being assessed for damage.

10. Nelson was also permitted to use a company vehicle for personal use and used the vehicle to attend establishments where alcoholic beverages were served.

11. Prior to July 16, 2024, Plaintiff had on several occasions requested a meeting with Chris Waychoff, a Director, and Human Resources concerning her treatment by Nelson. Plaintiff made it abundantly clear to Mr. Waychoff that Mr. Nelson's behavior was offensive, uninvited, and distressing, and gave him examples of the harassment inflicted on her. By virtue of Plaintiff's conversations with Mr. Waychoff, Defendant was aware that she intended to lodge a harassment complaint against Nelson.

12. On July 16, 2024, Mr. Waychoff, after many inquiries by Plaintiff, scheduled a meeting with himself, Plaintiff, and the Human Resources department of Lakeshore.

13. The meeting was scheduled for a date in the near future. Plaintiff is unable to provide the exact date because her access to her Outlook calendar was terminated without prior notice to her. The meeting was to take place at Lakeshore's main building, rather than the building housing Plaintiff's supervisors.

14. On July 17, 2024, Plaintiff was approached by a Director, Natasha Letkowitz who told Plaintiff that she had been instructed by Karlyn Schultz, the CEO of Lakeshore, to get the vehicle from Plaintiff. Plaintiff turned the vehicle over despite not having transportation home.

15. On July 18, 2024, Plaintiff was to bring the “on call phone,” a telephone used to communicate with on-call staff, to Lakeshore’s office at 1350 West 26th Street. She was instructed to go to the Human Resources office.

16. On July 18, 2024, two days after she was finally able to schedule the meeting with the Director and Human Resources concerning the sexual harassment she had been subjected to, Plaintiff was suspended with pay.

17. On August 12, 2024, Plaintiff’s employment with Lakeshore was terminated for the pretextual reason that she went to an establishment serving alcohol using a company vehicle. Lakeshore issued a “corrective action” which did not accurately state the facts and did not consider Plaintiff’s explanation regarding the accusations made against her. There is no evidence that Plaintiff was consuming alcohol while at the establishment because she was not and did not.

18. Lakeshore’s stated reason for terminating Plaintiff’s employment was pretextual because Lakeshore was aware that Mr. Nelson also used a company vehicle for personal use and that he used the vehicle to attend establishments where alcohol was served. Alternatively, Lakeshore deliberately avoided investigation of Mr. Nelson’s use of a company vehicle for personal use because it feared that it would disclose evidence that Mr. Nelson used the vehicle to go to establishments where alcohol was served.

19. Lakeshore’s termination of Plaintiff’s employment was done in preemptive retaliation for Plaintiff’s stated intention to lodge a complaint of sexual harassment and hostile work environment against Dwight Nelson alleging serious and continuing acts of sexual harassment. Lakeshore took this action because Mr. Nelson is a long-term employee, has close relationships with the management of Lakeshore, and Lakeshore

thought it better to terminate Plaintiff's employment than to impose appropriate discipline on Mr. Nelson. Lakeshore further acted in an attempt to forestall the filing of a complaint by Plaintiff with an appropriate authority.

20. Lakeshore took the action of terminating Plaintiff's employment retaliation for the perceived threat of Plaintiff asserting her rights under Title VII of the Civil Rights Act of 1964 and the Pennsylvania Human Relations Act and her opposition to Lakeshore's unlawful employment practice of permitting supervisory employees to persistently harass subordinates.

21. Plaintiff suffered significant inconvenience, mental anguish, and loss of enjoyment of life as the result of the sexual harassment and hostile work environment she endured.

22. As a result of Lakeshore's action, Plaintiff has sustained a loss of income of approximately \$90,000 per year, as well as full benefits and 330 hours of PTO.

23. As the result of Lakeshore's actions taken in violation of Title VII of the Civil Rights Act of 1964, as amended and the Pennsylvania Human Relations Act, Plaintiff has lost her salary and benefits as well as suffering substantial mental anguish and other compensable damages.

24. Plaintiff has also suffered and continues to suffer from the stigma of having filed a complaint in that her subsequent employment was terminated upon Mr. Nelson's son informing that employer of her complaint against Lakeshore. She anticipates difficulty finding comparable work in her field due to the stigma of having filed this Complaint.

25. Plaintiff has satisfied the conditions precedent to the filing of this case by filing a complaint with the Equal Employment Opportunity Commission which issued a Notice of Right to Sue to Plaintiff within the past 90 days. Said complaint was cross-filed by the EEOC with the Pennsylvania Human Relations Commission.

COUNT I

**LORI FERGUSON VS. LAKESHORE COMMUNITY SERVICES, INC – VIOLATION
OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

26. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of this Complaint as though fully stated at length herein.

27. The actions of Defendant in terminating Plaintiff's employment were retaliatory in violation of Title VII of the Civil Rights Act of 1964, as amended.

28. By permitting the establishment and continuance of a hostile work environment, Defendant violated Title VII of the Civil rights Act of 1964, as amended.

29. As the result of Defendant's violations of Title VII, Plaintiff has suffered the damages set forth above.

WHEREFORE, Plaintiff respectfully demands judgment in her favor and against Defendant in an amount in excess of the maximum limit for mandatory arbitration in the Court of Common Pleas; including payment of compensatory damages in an appropriate amount; payment of reasonable attorney's fees and reimbursement of expenses to Plaintiff's counsel for representation of Plaintiff in this case; punitive damages in an appropriate amount to be paid by the Defendant to the Plaintiff; and such other and further relief as is just.

TRIAL BY JURY OF TWELVE DEMANDED

COUNT II

**LORI FERGUSON VS. LAKESHORE COMMUNITY SERVICES, INC – VIOLATION
OF THE PENNSYLVANIA HUMAN RELATIONS ACT**

30. Plaintiff incorporates herein by reference the averments of Paragraphs 1 through 25 of this Complaint as though fully stated at length herein.

31. In making her complaint against Dwight Nelson, Plaintiff was engaging in protected activity within the meaning of the Pennsylvania Human Relations Act in that she complained to her employer about conduct prohibited by that Act, specifically that Nelson made unwelcomed advances to her.

32. As the result of Plaintiff's complaint, Lakeshore took adverse employment actions against her by suspending her employment for conduct that would not reasonably call for a suspension, acting in a hostile manner toward Plaintiff, and securing the termination of Plaintiff's employment.

33. The adverse employment actions taken against Plaintiff were in violation of Section 5(d) of the Pennsylvania Human Relations Act.

34. As a result of the retaliation taken against her, Plaintiff has suffered the damages set forth above.

WHEREFORE, Plaintiff respectfully demands judgment in her favor, in excess of the applicable limits for mandatory arbitration, for compensatory damages; payment of reasonable attorney's fees and reimbursement of expenses to Plaintiff's counsel for representation of Plaintiff in this case, punitive damages; and such other and further relief as the Court deems just.

TRIAL BY JURY OF TWELVE DEMANDED

COUNT III

**LORI FERGUSON VS. LAKESHORE COMMUNITY SERVICES, INC – HOSTILE
WORK ENVIRONMENT IN VIOLATION OF THE PENNSYLVANIA HUMAN
RELATIONS ACT, 43 P.S. 951, ET SEQ.**

35. Plaintiff incorporates herein by reference the averments of Paragraphs 1 through 25 of this Complaint as though fully stated at length herein.

36. The actions of Nelson in making unwanted advances to Plaintiff, his harsh treatment of Plaintiff after her complaint, and steps taken to terminate Plaintiff's employment constitutes a hostile work environment in violation of the Pennsylvania Human Relations Act, 43 P.S. §951 *et seq.*

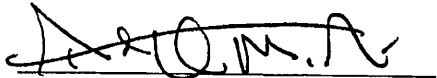
37. As the result of the creation of the hostile work environment, Plaintiff suffered the damages set forth above.

WHEREFORE, Plaintiff respectfully demands judgment in her favor, in excess of the applicable limits for mandatory arbitration, for compensatory damages; payment of reasonable attorney's fees and reimbursement of expenses to Plaintiff's counsel for representation of Plaintiff in this case, punitive damages; and such other and further relief as the Court deems just.

TRIAL BY JURY OF TWELVE DEMANDED

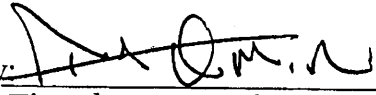
CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.


Timothy D. McNair, Esquire

Respectfully submitted,

MCNAIR LAW OFFICES, PLLC

By: 
Timothy D. McNair, Esquire
821 State Street
Erie, PA 16501
(814) 452-0700
(814) 454-2371 (fax)
tmcnair@mcnairlaw.com

IN THE COURT OF COMMON PLEAS
OF ERIE COUNTY, PENNSYLVANIA

LORI FERGUSON,
Plaintiff

v.

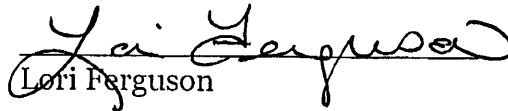
Case No.: 2025-

LAKESHORE COMMUNITY SERVICES,
INC.,
Responding Party

VERIFICATION

I, Lori Ferguson, have read the foregoing Complaint and attest that the statements therein contained are accurate to the best of my knowledge, information, and belief. This verification is made subject to the provisions of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 2/20/25


Lori Ferguson

SHERIFF'S OFFICE OF ERIE COUNTY

CHRIS CAMPANELLI
Sheriff



MARTIN DAVIS
Captain

Jerry E. Lawrence
Chief Deputy

Robert G. Wolf
Sergeant

LORI FERGUSON
vs.
LAKESHORE COMMUNITY SERVICES INC.

Case Number
2025-10496

SHERIFF'S RETURN OF SERVICE

02/28/2025 11:07 AM - Sergeant Robert G. Wolf, being duly sworn according to law, served the requested Complaint in Civil Action (CICA) COMPLAINT FOR DISCRIMINATION IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED AND THE PENNSYLVANIA HUMAN RELATIONS ACT by handing a true copy to a person representing themselves to be Kalise Flory - HR Assistant, who accepted as "Adult Person in Charge" for LAKESHORE COMMUNITY SERVICES INC. at 1350 W 26TH ST, ERIE, PA 16508.

ROBERT G. WOLF, SERGEANT

SHERIFF COST: \$79.00

SO ANSWERS,

CHRIS CAMPANELLI, Sheriff

February 28, 2025

Plaintiff Attorney: MCNAIR LAW OFFICES PLLC, 821 STATE ST, ERIE, PA 16501

(c) CountySuits Sheriff, Teleosoft, Inc.

SHERIFF'S OFFICE OF ERIE COUNTY

CHRIS CAMPANELLI
SheriffMARTIN DAVIS
CaptainJerry E. Lawrence
Chief DeputyRobert G. Wolf
SergeantFERGUSON, LORI
vs.
LAKESHORE COMMUNITY SERVICES INC.Case Number
2025-10496

SERVICE COVER SHEET

Service Details:

Category:	Civil Action - Other	Zone:	
Manner:	Adult in Charge	Expires:	03/24/2025
Warrant:			
Notes:			

Serve To:

Name:	LAKESHORE COMMUNITY SERVICES INC.
Primary Address:	1350 W 26TH ST ERIE, PA 16508
Phone:	DOB:
Alternate Address:	
Phone:	

Final Service:

Served:	Personally	Adult In Charge	Posted	Other
Adult In Charge:	KALISE Flory			
Relation:	HR Assistant			
Date:	2/23/25	Time:	1107	
Deputy:	43	Mileage:		

Attorney / Originator:

Name:	MCNAIR LAW OFFICES PLLC	Phone:	814-452-0700
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Service Attempts:

Date:					
Time:					
Mileage:					
Deputy:	1	2	3	4	5

Service Attempt Notes:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EXP: 03/24/2025

1350 W 26TH ST, ERIE, PA 16508

Case# 2025-10496-0001 Received at Erie County Prothonotary on 2/28/2025 3:53 PM.

LAKESHORE COMMUNITY 2025-10496

OFFICE OF THE SHERIFF

ERIE COUNTY, PENNSYLVANIA
140 WEST SIXTH STREET • ERIE, PENNSYLVANIA 16501
814/451-6254 FAX 814/451-6323

ERIE COUNTY SHERIFF'S SERVICE PROCESS RECORD		Please type or print legibly.							
PLAINTIFF Lori Ferguson		TERM AND NO. 2025- 10496							
DEFENDANT Lakeshore Community Services, Inc.		TYPE OF WRIT Complaint							
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN Lakeshore Community Services, Inc.								
	ADDRESS (Street or rfd, apartment No., City, State and Zip Code) 1350 West 26th Street, Erie, PA 16508								
SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW Timothy D. McNair, Esquire McNair Law Offices, PLLC 821 State Street Erie, PA 16501		SHOW number of this writ and total number of writs submitted. i.e., 1 of 1, 1 of 3, etc. <table border="1" style="float: right; text-align: center;"> <tr> <td>No.</td> <td>Total</td> </tr> <tr> <td>1</td> <td>1</td> </tr> <tr> <td colspan="2">of</td> </tr> </table>		No.	Total	1	1	of	
No.	Total								
1	1								
of									
		Check if applicable: <input type="checkbox"/> Serve Secretary of Commonwealth <input type="checkbox"/> Deputized Service <input type="checkbox"/> Publication Special instructions required for all of the above							
SHOW IN THIS SPACE BELOW ANY SPECIAL INSTRUCTIONS OR OTHER INFORMATION PERTINENT TO SERVING THE WRIT DESCRIBED ABOVE Please serve the adult-in-charge of the above-referenced business at the above referenced address.									
NAME AND SIGNATURE OF ATTORNEY OR OTHER ORIGINATOR Timothy D. McNair		TELEPHONE NUMBER (814) 452-0700	DATE 2/20/2025						
SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
Show amount of prepared fees and sign DEPOSIT	DISTRICT TO SERVE								
I acknowledge receipt for the total number of writs indicated and for the deposit (if applicable) shown.	SIGNATURE OF AUTHORIZED DEPUTY OR CLERK		DATE						
OVERTIME AUTHORIZATION	DEPUTY	DATE AND TIME	AUTHORIZING ATTORNEY						
<input type="checkbox"/> I hereby certify and return that I have personally served, have legal evidence of service, or have executed as shown in "REMARKS," the writ described on the individual, company, corporation, etc., at the address shown above on the individual, company, corporation, etc., at the address inserted below.									
<input type="checkbox"/> I hereby certify and return that, after diligent investigation, I am unable to locate the individual, company, corporation, etc., named above within the bailiwick of Erie County, Pennsylvania.									
NAME AND TITLE OF INDIVIDUAL SERVED (If not shown above)		<input type="checkbox"/> A person of suitable age then residing in the defendant's usual place of abode.							
ADDRESS (Complete only if different than shown above)		FEE (If applicable) \$	MILEAGE \$						
DATE(S) OF ENDEAVOR (Use remarks if necessary)	DATE OF SERVICE	TIME AM PM	SIGNATURE OF SHERIFF OR DEPUTY						
REMARKS									

SHERIFF'S OFFICE
 FEB 20 2025
 PM 2:49